IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CRIMINAL APPELLATE JURISDICTION

WRIT PETITIION NO. 1758 OF 2006

Pitamberdas N. Chhabria. .. Petitioner.

vs.

State of Maharashtra

& Anr. .. Respondents.

Mr. P.C.N. Agarwal for petitioner.

Mr. A.S. Gadkari, APP., for State.

Mr. M.S. Mohite with Shri Sunil Kadam

for Respondent No. 2.

CORAM : J.N. PATEL, AND

SMT. ROSHAN DALVI, JJ.

DATE : 19th October, 2006.

P.C.

. The learned counsel for the parties have tendered consent terms so as to enable them to settle the complaint case filed by respondent no. 2 against the petitioner and his company for offence under section 138 of the Negotiable Instruments Act. The parties have settled the matter in terms of the consent terms. The petitioner is present in person and the former director of the company respondent no. 2 who has issued the cheque is also personally

present who has tendered two demand drafts drawn on Centurion Bank of Punjab Ltd., dated 16.10.2006 for Rs. 5,00,000/- bearing No. 854557 and another draft for Rs. 6,28,263/- drawn on the same bank and of the same date pursuant to the consent terms in favour of Venlon Enterprises Ltd., of which the petitioner is the Manager (the original complainant) and has been authorised to settle the dispute by the Company i.e. Venlon Enterprises Ltd.,

2. The learned counsel for the parties state that the consent terms have been read over and explained to the parties and they having accepted the same have signed the consent terms. The two drafts noted above are handed over to the petitioner. The consent terms are taken on record and marked "X" for identification purpose.

3. The writ petition is disposed of as per the consent terms. The proceedings pending before the learned Metropolitan Magistrate stand quashed accordingly.

(J.N. Patel, J.)

(Smt. Roshan Dalvi, J.)